



# Commonwealth of Massachusetts State Ethics Commission

One Ashburton Place, Room 619, Boston, MA, 02108  
phone: 617-727-0060, fax: 617-723-5851



SUFFOLK, ss.

COMMISSION ADJUDICATORY  
DOCKET NO. 617

## IN THE MATTER OF PATRICK MURPHY

### DISPOSITION AGREEMENT

The State Ethics Commission and Patrick Murphy enter into this Disposition Agreement pursuant to Section 5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, §4(j).

On January 19, 2000, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Murphy. The Commission has concluded its inquiry and, on November 21, 2000, found reasonable cause to believe that Murphy violated G.L. c. 268A, §23.

The Commission and Murphy now agree to the following findings of fact and conclusions of law:

1. Murphy was, during the time relevant, the Cambridge deputy school superintendent. As such, Murphy was a municipal employee as that term is defined in G.L. c. 268A, §1(g).

2. Murphy has a daughter who at the relevant time was a freshman in college.

3. In November 1999, Murphy asked a Cambridge School Department employee to assist his daughter on a paper his daughter needed to write for her college freshman English class. The employee took the assignment sheet from Murphy and approximately a week later gave Murphy a draft paper on *Othello* intended as a "template" for a final paper. Murphy gave the paper to his daughter. The paper was used substantially unchanged for her college course. Subsequently, Murphy returned to the employee with the *Othello* paper, which had received a D+ grade, and asked the employee to redo the paper. Murphy also went to a second school department employee and asked her to assist the first employee with redoing the *Othello* paper. Murphy then gave the two school department employees an assignment sheet on *Hamlet* for his daughter's same college course. They prepared a paper on *Hamlet* and gave the paper to Murphy, and he gave the paper to his daughter. Murphy made the above requests in face-to-face meetings with the employees at the school department during regular hours. The employees expended several hours of time in responding to Murphy's requests.

4. Until his resignation in December 1999, Murphy as deputy superintendent, occupied the "number two" position in the department. He was responsible for managing and improving program operations at both the elementary and secondary levels. While he was not either of

these employees' direct supervisor, as deputy superintendent he did have the authority to direct their actions and participate in personnel actions that could affect them. At the same time, Murphy had a private relationship with the employees. While they did not have a close friendship or business relationship or history of exchanging private favors, the parties have known each other for numerous years and have attended several social/professional gatherings together. In any event, according to each of the above school department employees, she provided the above-described assistance in part because of friendship, but also in significant part because Murphy was deputy superintendent. Both employees have indicated that they felt pressured by the requests.

5. Section 23(b)(2) G.L. c. 268A prohibits a municipal employee from knowingly or with reason to know using or attempting to use his position to obtain for himself or others an unwarranted privilege of substantial value which is not properly available to similarly situated individuals.

6. Given Murphy's official relationship with the two employees, his making the requests (as opposed to their offering), his making these requests at the School Department during regular work hours, and the fact that each employee states Murphy's official position played a significant role, it is clear that when Murphy made the above requests he was, in effect, using his position as deputy superintendent to do so. (This conclusion applies even if Murphy to some extent was also relying on his private relationship with these employees in making these requests.)

7. A college student's receiving substantial assistance in the writing of her college papers from City of Cambridge School Department employees is a special advantage or benefit. As such it is a privilege.

8. There is no justification for Murphy's daughter receiving such a privilege under these circumstances. School department employees are not supposed to be assisting a senior school department administrator's daughter with her college course work. Therefore, the privilege was unwarranted. The assistance was particularly unwarranted when it moved from drafting a "template" for the first paper to redoing the first paper and preparing the second paper.

9. Having Cambridge School Department employees do such work was a privilege of substantial value in two respects: first, it involved in the aggregate a significant amount of those employees' time; second, it provided Murphy's daughter with course work assistance of substantial intangible value by which she could potentially earn college credit.

10. The privilege which Murphy obtained for his daughter was not properly available to "similarly situated individuals."

11. Therefore, by having school department employees assist his daughter with her college work as discussed above, Murphy knowingly used his deputy superintendent position to obtain an unwarranted privilege of substantial value not properly available to other similarly situated individuals in violation of §23(b)(2).

In view of the foregoing violations of G.L. c. 268A by Murphy, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Murphy:

(1) that Murphy pay to the Commission the sum of \$2,000 as a civil penalty for the violations of G.L. c. 268A, §23(b)(2); and

(2) that Murphy waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

**DATE: March 29, 2001**